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April 17, 2019

VIA FEDEX

Mario Castro
419 West Hills Road
Mellville, NY 11747

**Re: Mario E. Castro v. The Bank of New York Mellon f/k/a The Bank of New York, as the Trustee for the Certificate Holders of CWALT, Inc., Alternative Loan Trust 2006-OA11 Mortgage Pass-Through Certificates, Series 2006-OA11, et al.
No.: 2:17-cv-04375-JS-GRB
Rejection of Declaration of Mario E. Castro in Support of Presentment to Compel Arbitration Motion to Stay Proceeding with Proposed Order**

Dear Mr. Castro:

As you know, we represent defendants The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificate Holders of CWALT, Inc., Alternative Loan Trust 2006-OA11 Mortgage Pass-Through Certificates Series 2006-OA11 (**BoNYM**) and NewRez LLC d/b/a Shellpoint Mortgage Servicing (**Shellpoint**) in the above-referenced action. We are in receipt of your enclosed declaration supporting "Presentment to Compel Arbitration Motion to Stay Proceeding," dated April 11, 2019, with a Proposed Order. [Dk. 42.] Pursuant to the Court's enclosed briefing schedule, dated February 28, 2019 and mailed to you that same day via FedEx [Dk. 37], your opposition to BoNYM and Shellpoint's motion to dismiss the second amended complaint [Dk. 32] was due on or before April 3, 2019. BoNYM and Shellpoint reject your Declaration, dated April 11, 2019, with the Proposed Order as untimely.

Please feel free to contact me with any questions. Thank you.

Sincerely,


Natsayi Mawere

Encls.

cc: Hon. Joanna Seybert (via CM/ECF)

Record/FILE ON DEMAND

Acceptance of Offer with full Immunity AND WITHOUT RECOURSE! MEC-0411BNYM-SPMS1228-BNYM15MS1-002^o is secured and reserved with all rights retained, Private Property no trespass permitted or allowed under common law restrictions and prohibitions.

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

In the New York DISTRICT Court for the

★ **APR 11 2019** ★

DISTRICT of New York at Common Law

LONG ISLAND OFFICE

Mario E. Castro, Sui Juris, Propria Persona, Et al.;)	Sub contract Case NO.17-cv-4375-JS-GRB
)	
Plaintiff(s),)	DECLARATION OF Mario E. Castro
)	IN SUPPORT OF PRESENTMENT TO COMPEL
v.)	ARBITRATION MOTION TO STAY
)	PROCEEDING
THE BANK OF NEW YORK MELLON, as)	
Trustee for the Certificate Holders of CWALT)	
Inc., Alternative Loan Trust 2006-0A11 mortgage)	
Pass-through certificates 2006-0A11, f/k/a THE)	
BANK OF NEW YORK MELLON,)	
ALTERNATIVE LOAN TRUST 2006-0A11;)	
UNKNOWN Doe's 1-12,000, et al...)	
SHELLPOINT MORTGAGE SERVICING,)	
UNKNOWN Doe's 1-12,000 et al...)	
)	
Defendant(s))	

RECEIVED

APR 11 2019

EDNY PRO SE OFFICE

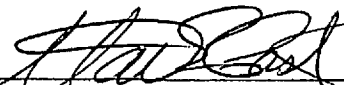
I, **Mario E. Castro**, Sui Juris, the natural man and of the age of the majority, declare that:

1. I am the Plaintiff in this action, and I have personal knowledge of each fact stated in this declaration.
2. Plaintiff, Mario E. Castro, and at all times mentioned in **"Presentment to Compel Arbitration Motion to Stay"** is the Claimant as referenced in Exhibits –(B1and B2), the agreement/contract filed on the record in this case on April 3, 2019.
3. Defendants' THE BANK OF NEW YORK MELLON, et al. and all other respondents have received a true and correct copy of the agreement/contract and addendum specified in Exhibits – (B1and B2).
4. Defendants' THE BANK OF NEW YORK MELLON, et al. and all other respondents are in default and have received a true and correct copy of the "Notice of Fault" notifying them of their default specified in Exhibits - C.

5. Defendants' THE BANK OF NEW YORK MELLON, et al. and all other respondents to the referenced contract through their default, failure to respond as outlined in the terms and provisions of the agreement/contract have agreed by "tacit acquiescence" that Arbitration is the exclusive remedy to resolve any and all disputes and controversy between the parties (claimants and respondents). To have the matter arbitrated by an arbitrator/arbitration association (the Arbitration Clause of the Contract Exhibits – B1/same in B2), chosen by the Plaintiff which in this case is the Sitcomm Arbitration Association (SAA).

I do affirm, ascribe, attest, declare, as well as certify that the foregoing is true, correct, and accurate so help me God.

Executed this 11th day of April — , 2019.



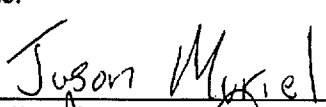
THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST
Mario E. Castro, Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved and Retained U.C.C. 1-308, 1.103.6
c/o 419 West Hills Road, Melville, New York 11747
Ph. 917-513-7741

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK, COUNTY OF , ss:

The foregoing Declaration was acknowledged before me this 11th day of April, 2019, by Mario E. Castro, who, being first duly sworn on oath according to law, deposes and says that he has read the foregoing Declaration subscribed by him, and that the matters stated herein are true, correct, and accurate.

JASON MURIEL
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MU6332858
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES NOVEMBER 09, 2019



Notary Public Print:

Notary Public Signature:

4/11/19
Date:

Page 1 | 2

parties to the agreement/contract which includes an arbitration clause (collectively the respondents) and Plaintiff (the claimant(s)), is compelled to arbitration, and this action is stayed pending the conclusion of arbitration.

Alternatively, and pursuant to the FAA, the Defendant's claims and or class claims are stricken/dismissed from the case, Plaintiff's claims are compelled to arbitration, and this action is stayed pending the conclusion of arbitration.

IT IS SO ORDERED.

DATED:

THE Hon. Judge Joanna Seybert
DISTRICT COURT EASTERN DISTRICT OF NEW YORK

★ APR 11 2019 ★

Acceptance of Offer with full immunity AND WITHOUT RECOURSE! MEC-0411BNYM-SPMS1228-BNYM-SPMS1228-0524
secured and reserved with all rights retained, Private Property no trespass permitted or allowed under common law restrictions and prohibitions.

DISTRICT of New York at Common Law

Mario E. Castro, Sui Juris, Propria Persona, Et al.;)	Sub contract Case NO.17-cv-4375-JS-GRB
)	
Plaintiff(s),)	
)	
v.)	
)	
THE BANK OF NEW YORK MELLON, as)	CERTIFICATE OF SERVICE
Trustee for the Certificate Holders of CWALT)	
Inc., Alternative Loan Trust 2006-0A11 mortgage)	
Pass-through certificates 2006-0A11, f/k/a THE)	
BANK OF NEW YORK MELLON,)	
ALTERNATIVE LOAN TRUST 2006-0A11;)	
UNKNOWN Doe's 1-12,000, et al...)	
SHELLPOINT MORTGAGE SERVICING,)	
UNKNOWN Doe's 1-12,000 et al...)	
)	
Defendant(s))	

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the
"PROPOSED ORDER" and "DECLARATION OF MARIO E. CASTRO" have been
electronically mailed to all parties on the service list via the
UNITED STATES POST OFFICE by the UNITED STATES POSTAL SERVICE
via First Class Postage Prepaid.

RESPECTFULLY PRESENTED,

Addressed to:

AKERMAN LLP (Attorneys for Defendants)
Attention: Joseph M. DeFazio / Natsayi Mawere

666 FIFTH AVENUE, 20TH FLOOR

NEW YORK, NEW YORK, 10103

Certified Mail No.: 7017 2680 0000 4888 5600 via USPS

"Without Prejudice"



4/11/19

Void/non- assumpsit

THE BENEFICIAL OWNER OF THE CESTI QUIEQUITABLE TRUST

Mario E. Castro, Propria Persona, Sui Juris

All Natural Rights Explicitly Reserved and Retained

U.C.C. 1-207/1-308, 1.103.6

c/o 419 West Hills Road, Melville, New York 11747

Ph. 917-513-7741

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X
MARIO E. CASTRO,

Plaintiff,

Case No. 2:17-CV-04375

v.

THE BANK OF NEW YORK MELLON, AS
TRUSTEE FOR THE CERTIFICATE
HOLDERS OF CWALT INC., ALTERNATIVE
LOAN TRUST 2006-OA11 MORTGAGE PASS-
THROUGH CERTIFICATES, 2006-OA11, FKA
THE BANK OF NEW YORK, ALTERNATIVE
LOAN TRUST 2006-OA11; MORTGAGE PASS
THROUGH CERTIFICATES 2006-OA11,
SHELLPOINT MORTGAGE SERVICING, and
UNKNOWN DEFENDANTS,


Defendants.
-----X

AFFIDAVIT OF SERVICE

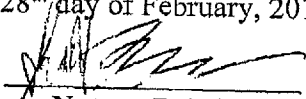
I, Noreen Donovan, being duly sworn, hereby certify that I am over eighteen years of age, a resident of the County of Putnam, State of New York, employed as a Legal Administrative Assistant with Akerman LLP, 666 Fifth Avenue, 20th Floor, New York, NY 10103, and that I am not a party to this action.

I hereby certify that on the 28th day of February 2019, I caused a true and correct copy of a **U.S. DISTRICT COURT, EASTERN DISTRICT OF NEW YORK, NOTICE OF ELECTRONIC FILING, DATED 02-28-19, WITH NO DOCUMENT ATTACHED** to be served, via FEDEX OVERNIGHT SERVICE, by depositing said documents in a securely sealed envelope, in an official depository of, under the exclusive care and custody of FEDEX, properly addressed, to the following:

Mario E. Castro
419 West Hills Road
Melville, New York 11747
Pro Se Plaintiff


Noreen Donovan

Sworn to before me this
28th day of February, 2019.


Notary Public

SCOTT B. BRENNER
Notary Public, State of New York
No. 02BR6332020
Qualified in Nassau County 19
Commission Expires October 26, 20__

Mawere, Natsayi (Assoc-NY)

From: ecf_bounces@nyed.uscourts.gov
Sent: Thursday, February 28, 2019 9:38 AM
To: nobody@nyed.uscourts.gov
Subject: Activity In Case 2:17-cv-04375-JS-GRB Castro v, The Bank of New York Mellon et al
Order on Motion for Extension of Time to File Response/Reply

This is an automatic e-mail message generated by the CM/ECF system. Please **DO NOT RESPOND** to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

Eastern District of New York

Notice of Electronic Filing

The following transaction was entered on 2/28/2019 at 9:37 AM EST and filed on 2/28/2019

Case Name: Castro v. The Bank of New York Mellon et al

Case Number: 2:17-cv-04375-JS-GRB

Filer:

Document Number: No document attached

Docket Text:

ELECTRONIC ORDER granting [34] Motion for Extension of Time to File Response/Reply. The Plaintiff shall file his opposition on or before April 3, 2019. To the extent that Plaintiff seeks relief regarding "proof of claims" and an "arbitration clause," he may address those arguments in his opposition.

The Plaintiff is reminded that he must adhere to this Court's Individual Rules, a copy of which can be found at <https://img.nyed.uscourts.gov/rules/JS-MLR.pdf>. Specifically, Rule(IV)(C) requires that "memoranda of law in support of and in opposition to motions are limited to twenty-five (25) pages."

Defendant is directed to mail a copy of this Electronic Order to the pro se Plaintiff and file proof of service on ECF on or before March 4, 2019. Ordered by Judge Joanna Seybert on 2/28/2019. (Alessi, Samantha)

2:17-cv-04375-JS-GRB Notice has been electronically mailed to:

Natsayi Mawere natsayi.mawere@akerman.com

Joseph M. DeFazio joseph.defazio@akerman.com, joseph.m.defazio@gmail.com

2:17-cv-04375-JS-GRB Notice will not be electronically mailed to:

Mario E. Castro
419 West Hills Road
Melville, NY 11747